

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE RUSSIAN FEDERATION
ON COOPERATION IN RESEARCH ON RADIATION EFFECTS
FOR THE PURPOSE OF MINIMIZING THE CONSEQUENCES
OF RADIOACTIVE CONTAMINATION ON HEALTH AND THE ENVIRONMENT

The Government of the United States of America and the Government of the Russian Federation (hereinafter referred to as the "Parties"):

Desiring to establish close and long-term cooperation in the field of studying the radiation effects upon the health and the environment for the purpose of minimizing the effect of radioactive contamination;

Noting the benefits to humanity of increased scientific understanding of the radiation effects upon the health and the environment;

Have agreed as follows:

Article I

The purpose of this Agreement is to establish a framework for cooperation between the participating organizations of the parties, as determined pursuant to Article IV of this Agreement, in research on radiation effects for the purpose of minimization of the consequences of radioactive contamination on health and the environment.

Article II

The areas of cooperation under the Agreement may include, but are not limited to, the following:

1. Health effects studies including epidemiologic and other health-related studies of workers and community members potentially exposed to ionizing radiation;
2. Information and data management activities including information development and exchange of experience in radiation effects, data preservation, and database and information system development;

3. Environmental studies including the identification and modeling of deposition, dispersion, and ecological transport of radionuclides and other hazardous contaminants as necessary to study and reconstruct doses to human populations and to assess the impact of radioactivity on the environment. Development and application of dosimetric systems and methodologies for retrospective reconstruction of doses to human populations.

4. Health communication of risk assessment including distribution of public health information pertaining to radiological contamination and measures to reduce present and future human exposure to radionuclides and associated hazardous substances;

5. Policy analysis including review of radiation detection and reporting mechanisms, as well as evaluation of safeguards to minimize radiation effects on human population;

6. Scientific research to develop information which can assist in minimization of the consequences of radioactive contamination on the environment and health;

7. Other areas of cooperation as may be mutually agreed by the Parties.

Article III

1. To implement this Agreement, there shall be established a Joint Coordinating Committee for Radiation Effects Research (the "JCCRER").

2. The JCCRER shall consist of an equal number of representatives from each Party. All decisions taken by the JCCRER shall be by mutual agreement of the Parties.

3. The JCCRER will decide on its membership and meeting schedule. Generally, it will be convened once a year, alternatively in the United States and Russia, unless agreed otherwise. Times, places and agendas for meetings will be agreed upon in advance by the Parties.

4. The JCCRER will, within the framework of its jurisdiction, coordinate and review all aspects of cooperation under this Agreement and shall take such action as is appropriate for this Agreement's effective implementation.

5. The JCCRER may organize, establish and arrange working groups, conferences and seminars of specialists for joint

discussion and study of specific topics related to the purposes of this Agreement. Specific projects and programs for radiation effects research, exchanges of scientific and technical safety information, personnel and equipment, and procedures for addressing and resolving questions of such matters as payment of costs under this cooperation, and patent and/or publication rights for joint activities administered under this Agreement may be developed separately by the JCCRER in accordance with the laws and regulations of the Parties.

6. The JCCRER shall generally establish on an annual basis a program of cooperation to be implemented during the following year.

7. The Executive Agents responsible for coordination of this Agreement shall be, for the United States of America, the United States Department of Energy, and for the Russian Federation, the State Committee of the Russian Federation for the Social Protection of Population and Rehabilitation of Regions Affected by Chernobyl and Other Radiation Catastrophes.

Article IV

The forms of cooperation to be approved by the JCCRER under this Agreement may include the following:

1. Joint data collection and information exchange, as well as experimental, developmental, demonstrational and design work by technical personnel at appropriate facilities and sites of the two countries;

2. Exchanges of appropriate instrumentation, equipment and materials for projects;

3. Exchange of technical specialists for participation in agreed activities;

4. Exchange of appropriate scientific and technical information, documentation and results of research;

5. Organization of seminars and other meetings on agreed topics; and

6. Such additional forms of cooperation, as mutually agreed.

Article V

1. Cooperation under this Agreement will be conducted according to the plans and programs of the following principal establishments and organizations, as agreed to pursuant to Article III.5:

In the United States of America:

- the Department of Energy;
- Nuclear Regulatory Commission;
- Department of Defense;
- Department of Health and Human Services;
- Environmental Protection Agency; and other government departments and nuclear industry establishments and organizations, as appropriate;

in the Russian Federation:

- State Committee of the Russian Federation for the Social Protection and Rehabilitation of Regions Affected by Chernobyl and Other Radiation Catastrophes;
- Ministry of the Russian Federation for Atomic Energy;
- Ministry of Health of the Russian Federation;
- Ministry of Agriculture of the Russian Federation;
- State Committee on Sanitary and Epidemiological Surveillance of the Russian Federation;

- Federal Service of Russia on Nuclear and Radiation Safety;
- Russian Federal Service for Hydrometeorology and Environmental Monitoring;
- Federal Service of Russia on Forest Economy;
- Russian Ministry of Defense;
- Russian State Committee for Civil Defense Affairs, Emergencies and Elimination of Consequences of Natural Disasters;
- Russian Academy of Sciences, and other interested Russian ministries, departments, and organizations.

2. Each Party may adjust the list of its principal establishments and organizations participating in this cooperation, and shall inform the other Party of any such adjustments through the State Committee of the Russian Federation for the Social Protection of Population and Rehabilitation of Regions Affected by Chernobyl and Other Radiation Catastrophes and the United States Department of Energy.

Article VI

1. Provisions for the protection and allocation of intellectual property are set forth in the Annex to this Agreement and form an integral part of this Agreement and apply to all activities carried out hereunder.

2. For purposes of this Agreement, the obligations of Article III of the Annex shall also apply to "Confidential Information". Confidential information means information containing know-how, trade secrets, or technical commercial, or financial information that:

- has been held in confidence by its owner;
- is not generally known or available from other sources;
- has not been made available by its owner to other parties without an obligation concerning its confidentiality; and
- is not available to the receiving Party without obligations concerning its confidentiality.

Article VII

1. Cooperation under this Agreement will be conducted according to the international obligations, laws and regulations of the Parties and will be subject to the availability of funds.

2. Exchange of specialists and experts shall be governed by mutual agreement of the Parties in each case.

3. Any questions of interpretation and implementation relating to this Agreement shall be resolved by agreement of the Parties.

Article VIII

1. This Agreement will enter into force upon signature and will remain in force for five (5) years, subject to extension of additional five (5) year terms by written agreement of the Parties following joint review at the end of each five-year period.

2. In case of cessation of this Agreement, all joint projects and experiments being conducted at the cessation of

this Agreement may be continued to their conclusion in accordance with the terms of this Agreement.

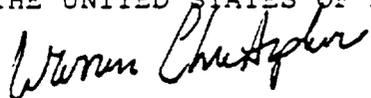
3. This Agreement may be amended by mutual agreement in writing.

4. Either Party has the right to terminate this Agreement after giving the other Party six (6) months advance written notice.

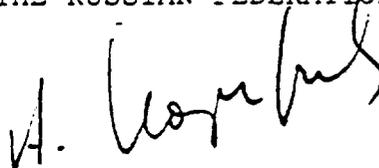
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

Done at Moscow, in duplicate, this 14th day of January, 1994, in the English and Russian languages, each text being equally authentic.

FOR THE GOVERNMENT OF
THE UNITED STATES OF AMERICA:

A handwritten signature in cursive script, appearing to read "Warren Christopher".

FOR THE GOVERNMENT OF
THE RUSSIAN FEDERATION:

A handwritten signature in cursive script, appearing to read "A. Kozlov".

ANNEX

INTELLECTUAL PROPERTY

Pursuant to Article VI of this Agreement:

The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Agreement and relevant implementing arrangements. The Parties agree to notify one another in a timely fashion of any inventions or copyrighted works arising under this Agreement and to seek protection for such intellectual property in a timely fashion. Rights to such intellectual property shall be allocated as provided in this Annex.

I. SCOPE

A. This Annex is applicable to all cooperative activities undertaken pursuant to this Agreement, except as otherwise specifically agreed to by the Parties or their designees.

B. For purposes of this agreement, intellectual property shall have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property Organization, done at Stockholm, July 14, 1967.

C. This Annex addresses the allocation of rights, interests, and royalties between the Parties. Each Party shall ensure that the other Party can obtain the rights to intellectual property allocated in accordance with the Annex, by obtaining those rights from its own participants through contracts or other legal means, if necessary. This Annex does not otherwise alter or prejudice the allocation between a Party and its nationals, which shall be determined by that Party's laws and practices.

D. Disputes concerning intellectual property arising under this Agreement should be resolved through discussions between the concerned participating institutions or, if necessary, the Parties or their designees. Upon mutual agreement of the Parties, a dispute shall be submitted to an arbitral tribunal for binding arbitration in accordance with the applicable rules of international law. Unless the Parties or their designees agree otherwise in writing, the arbitration rules of the UNCITRAL shall govern.

E. Termination or expiration of the Agreement shall not affect rights or obligations under this Annex.

II. ALLOCATION OF RIGHTS

A. Each Party shall be entitled to a non-exclusive, irrevocable, royalty-free license in all countries to translate, reproduce, and publicly distribute scientific and technical journal articles, reports, and books directly arising from cooperation under this Agreement. All publicly distributed copies of a copyrighted work prepared under this provision shall indicate the names of the authors of the work unless an author specifically declines to be named.

B. Rights to all forms of intellectual property, other than those rights described in Section II(A) above shall be allocated as follows:

1. Researchers and scientists visiting in furtherance of their education shall receive intellectual property rights under the existing rules of the host institution. In addition, each visiting researcher or scientist named as an inventor shall have the right to national treatment regarding awards, benefits or other compensation, including royalties, in accordance with the existing rules of the host institution.

2. (a) For intellectual property created during joint research, for example, when the Parties, participating institutions, or participating personnel have agreed in advance on the scope of work, each Party shall be entitled to obtain all rights and interests in its own territory. Rights and interests in third countries will be determined in implementing arrangements. The rights to intellectual property shall be allocated with due regard for the economic, scientific and technological contributions from each Party to the creation of intellectual property. If research is not designated as "joint research" in the relevant implementing arrangement, rights to intellectual property arising from the research will be allocated in accordance with Paragraph II(B)(1). In addition, each person named as an inventor shall have the right to national treatment regarding awards, benefits and other compensation, including royalties, in accordance with the existing rules of the host institution.

(b) Notwithstanding Paragraph II(B)2(a), if a type of intellectual property is available under the laws of one party but not the other Party, the Party whose laws provide for this type of protection shall be entitled to all rights and interests worldwide. Persons named as inventors of the property shall nonetheless be entitled to royalties as provided in Paragraph II(B)2(a).

III. BUSINESS-CONFIDENTIAL INFORMATION

In the event that information identified in a timely fashion as business-confidential is furnished or created under the Agreement, each Party and its participants shall protect such information in accordance with applicable laws, regulations, and administrative practice. Information may be identified as "business-confidential" if a person having the information may derive an economic benefit from it or may obtain competitive advantage over those who do not have it, the information is not generally known or publicly available from other sources, and the owner has not previously made the information available without imposing in a timely manner an obligation to keep it confidential.